

1895-010  
Lee Co.

Chancery Causes: Daniel Briscoe & Co] vs. C. W. Nash

Briscoe, Swepson, Arnold, Roney, Fugate, Hoskins, Wheeler, Frasier 1 Plat

CA - Debt  
T - Property



To the Hon. H. S. K. Morison, Judge of the  
Circuit Court of Lee County:

Your orators Daniel Briscoe,  
P. J. Briscoe, R. R. Swenson, M. D. Ar-  
nold and S. C. Roney, partners in  
trade under the style and firm of  
Daniel Briscoe & Co., humbly com-  
plaining, sheweth to your honor:

That at the December term, 1891, of  
the Circuit Court of Lee County, Va.,  
on the law side thereof, they obtained  
a judgment against one C. W. Nash  
for \$70, with legal interest there-  
from the 1<sup>st</sup> day of Oct., 1891, unto  
paid and \$9.74, their costs in the  
behalf expended; that your orators  
on the            day of           , 1891, had their  
said judgment duly docketed in  
the judgment lien docket of said  
county; and that said C. W. Nash has  
not as yet paid to your orators,  
or to any, or either of them the whole  
of said judgment, but the whole  
of the same, except \$73.00, is still  
due them. Abstracts of said judg-  
ment and docket are here filed  
marked "J" & "D," and prayed to be  
considered herewith.



Your orators will further show unto your honor that the said C. W. Nash was at the time of the rendition of said judgment against him, and is now the owner in fee of a valuable tract or parcel of land lying and being in Lee County, Va., in Powell's Valley, on the Fincastle road, and about 5 miles east of Cumberland Gap, and estimated to contain some 185 acres, it being the land purchased by said Nash from Patrick Hagan, C. H. Parkman & wife, J. A. S. Payne & wife, S. C. Kincaid & wife, and H. Mirena & also, and that by virtue of their said judgment your orators have a lien on said land, for the payment of their said judgment, capable of being enforced in your honors court of chancery.

Your orators will again state unto your honor that they are informed, and here alleges, that there are divers other lien creditors of said C. W. Nash, but to make them all parties to this suit would be too expensive to be judicious, that by reason of such creditors that this bill of complaint ought to be taken as a creditor's bill; and



that an account ought to be directed to be taken by one of the Comrs. of accounts of this court, and all the liens against said land and their priorities be ascertained and reported to the court.

Your orators aver and allege that the rents and profits of said land will not in five years pay the lien of your orators on said land, much less the liens of all said Nash's lien creditors.

The [redacted] considered, and as much as your orators are [redacted] [redacted] by aid of [redacted] court of equity, they humbly pray that C. H. Nash be made a party-defendant to this bill of complaint; that he be required to answer on oath the several allegations of this bill as fully, completely and particularly as if specially interrogated thereto; that an account be directed to be taken of the liens against said land, to whom due, & their priorities; that a decree be pronounced herein directing the sale of said land; and



Tax 1.50 pd  
 C 11.31 pd  
 Comm. 15.00 pd  
 Sd 15.50 pd  
 Estimate 5.00 11.00

\$48.31

Manning Clerk \$3.73

Paid off by M. D. North  
 July 17 1893 at  
 \$2610.00

1892 1st March Rules

Bill Filed Sba Exd

Decree nisi

2 March Rules Contd

1+2 April Rules Contd

1st May Rules Contd

2 " " D. R. R.

House set for clearing

in Dept

June Decree Contd

June Decree Contd

1893 Mr. Decree Contd

" June " " "

" Poor " " "

1894 March Contd

" June " " "

" Poor " " "

1895 Mar " " "

" June " " "

" Poor Decree Contd

Q135 page 257

that your orators be directed an enforce-  
 ment of their said lien against said  
 land. And that such other, further  
 and general relief be granted your  
 orators as the nature of their cause  
 and the rules of equity may re-  
 quire. And they will ever pray  
 &c. May process issue &c.

E. H. Pennington

J. G.



To the Honorable H.S.K. Morison, Judge of the Circuit Court of Lee county

Your petitioner Henly E. Fugate will respectfully show to your Honor that pursuant to the trms of a decree rendered at the last March term of you Honor's court in the chancery cause of Daniel Briscoe & Co. vs. C.W. Nash A.M. Goins commissioner appointed for the purpose on the 15th day of May 1893 at the front door of the court house of Lee county exposed to sale the lands of the said C.W. Nash directed to be sold by said decree, and at said sale one M.V. Nash, the wife of the said C.W. Nash became the purchaser at the sum of \$2500.00, of this ~~sum~~ the said M.V. Nash paid down the su of \$107.31 and executed her note with William Hoskins and James M. Wheeler as securities for \$2392.69 the residue of said sum of \$2500.00. Your petitioner will now show your Honor that as he is informed said sum of \$2392.69 does not pay by a considerable sum the indebtedness of the said Nash for which said land was directed to be sold, in this attitude of the case your petitioner hereby offers that if your Honor will reopen the bidding upon said land and order another sale thereof that he will make said tract<sup>s</sup> of land bring the sum \$2607.31, and he herewith files abond in the penalty of \$5000.00 conditioned that if said sale is reopened he will bid for the lands sold by commissioner Goins as aforesaid the sum of \$2607.31. His prayer therefore is that the sale made by commissioner Goins on the 15th day of May 1893 be set aside and that said commissioner be directed to again expose said lands to sale when he will start the same at the sum named to wit: \$2607.31, and as in duty bound your petitioner will ever pray, &c.

*Henly E. Fugate.*  
*By Counsel,*

*C. J. Duncan*  
*B. H. Sewell* } *Attys.*



Daniel Briscoe & Co.

vs Petitioner

C. W. Nash

Filed in open court  
by leave thereof  
June 7<sup>th</sup> / 1893  
J. H. Hyatt



To the Honorable H.S.K. Morison Judge of the Circuit Court of Lee County :

Humbly complaining your Petitioners, William Hoskins and James M. Wheeler will respectfully show to your Honor , that at the last March term of the Circuit Court of Lee County, a decree was entered in the Chancery cause of Daniel Briscoe & co ~~et al~~ vs C.W. Nash by which A.M. Goins who was appointed a special commissioner for the purpose ~~and~~ directed to sell the lands of the said C.W. Nash described in said bill or a sufficiency thereof to pay off and satisfy said decree: that afterwards, to wit, on the 15th day of May 1893, at the front door of the Court house of said County and pursuant to the terms of said decree the said Goins exposed said lands to sale, and the said C.W. Nash, as the agent for his wife M.V. Nash became the purchaser of said lands at the price of \$2500.00, of this sum he, for her, paid down in cash the sum of \$107.31, that sum being necessary to pay costs of suit and costs and commissions of sale, and by the terms of said decree it became necessary for the said M.V. Nash to execute her bonds with good personal security for \$2392.69, the residue thereof, payable in one and two years from date, Your petitioners being neighbors of the said Nash and his wife, he the said Nash, applied to them to become the securities of his wife, the said M.V. Nash, on said bonds, which they consented to do if she the said M.V. Nash would execute, to A.M. Goins trustee a deed of trust on said tract of land to indemnify and save harmless, your petitioners in said bonds, and to secure to them any payments they might be called upon to make thereon, this the said C.W. Nash, as agent for his said wife agreed that she would do, thereupon your petitioners signed said notes or bonds and delivered them to the said C.W. Nash to take to his wife and have them signed by her, the deed of trust executed by her, and it together with the said notes delivered to the said Goins, the said M.V. Nash did sign said bonds and return them to the said Goins but she failed to make and execute said deed of trust. Your petitioners will now show and state to your Honor that the fact of said agreement that the said M.V. Nash was to make and execute said deed of trust for the purpose of securing these petitioners as her sureties in said bond was well known



to the said A.M. Goins Commissioner, and it was further well known to him that said bonds were only to become their bonds, and they to be bound thereby upon the express condition that said deed of trust was executed and delivered as aforesaid, and upon no other condition, yet your petitioners are informed that the said Goins Commissioner, well knowing each and every one of these facts and well knowing that said trust deed had not been executed and delivered, reported said sale and that the bonds for the said deferred payments were executed with your petitioners as the sureties of the said M.V. Nash. Now the premises considered it is the prayer of your petitioners that this petition be treated as exceptions to said sale and the action of said Commissioner, that said sale, if necessary, be set aside but especially that said notes or bonds each be delivered up to be cancelled, or that the said M.V. Nash be required to execute and deliver said deed of trust in accordance with the agreement of her Agent, the said C.W. Nash, upon which they signed said bonds, and as in duty your petitioners will ever pray &c.

*C. J. Duncan, attys  
for  
Petitioners,*

Virginia, Lee County, to wit:

This day William Hoskins personally appeared before me, John A.G. Hyatt, Clerk of the Circuit Court of Lee County, and made oath that the facts stated in the foregoing petition, so far as stated on his own information are true, and so far as stated on information derived from others, he believes them to be true. Given under my hand this the 6th day of June 1893.

*J. A. G. Hyatt* Clerk



W<sup>m</sup> Hoskins & Co

vs 3 Petition

C. W. Nash et al

Filed in open Court  
by leave thereof

June 6<sup>th</sup> 1893.

J. L. Hyatt



To the Hon. H.S.K. Morison Judge of the Circuit Court of Lee County Virginia.

Humbly complaining your Petitioner Samuel Frasier will here state to your Honor that at the 1st March Rules 1892 of your Honors Court in and for Lee County Virginia, Daniel Briscoe and Co. filed their bill in Chancery against one C.W. Nash, the object of which was to enforce the lien of a judgement obtained by them against the said Nash; that such proceedings were had upon said bill, that on the 9th day of June 1892, a decree was entered by which R.L. Pennington was appointed a Commissioner for the purpose, and directed to ascertain the amount and priorities of the liens then existing against the lands of the said C.W. Nash, the amount of the lands then owned by the said Nash and subject to said liens &c, Said Commissioner, pursuant to the requirements of said decree, proceeded on the 8th day of August 1892 to perform the duties thus assigned him by said decree, and after ascertaining the amount of said lien indebtedness, the said Commissioner then proceeded to report that the said Nash was the owner or had deeds for certain tracts of land aggregating 212 1-2 acres, all of which will more fully appear by and from an inspection of said report.

Your Petitioner will now show your Honor that among the tracts of land thus reported by said Commissioner as belonging to the said Nash is a tract conveyed to the said Nash by C.H. Parham and wife as containing 26 acres. Your ~~xxx~~ Petitioner will now show your Honor that on ~~the~~ or about the ----- day of January 1891 he purchased from the said C.W. Nash sixteen and fourth acres of said Parham land at the price of \$16.00 per acre and paid him down thereon the sum of \$220.00, that the said Nash then and there delivered the possession of said land to your Petitioner and on or about the first day of March 1891 your petitioner moved on said land and has since continuously lived and resided thereon that at the time the Plaintiffs Judgement was rendered he was living on said land claiming it as his own and taking the issues and profits therefrom, a fact well known to every person who took any notice thereof. This was a verbal sale and no title bond or other writing in reference thereto was made or executed by the said Nash to your Petitioner, except that he took the said Nash's receipt for \$150.00 part of the purchase price thereof and assumed to pay to pay to George Southern \$70.00, which has been long since paid, the balance of \$40.00 with its interest from



about the first of January 1891 is still due to the said Nash or to his creditors, and this sum your Petitioner is ready to pay at any time when he can get a deed and ascertains to whom he should pay it.

Your Petitioner will now show your Honor that the said Nash at the time of said trade promised to make a deed to said land at an early day but before he did so these judgements commenced being rendered against him and his matters got in such a shape that he did not know what was best to be done. The strip of land thus purchased from said Nash by your Petitioner is shown by a plat herewith filed as part hereof marked A2 and asked to be treated as part of this petition, and is that part of said plat lying north of a line shown on said plat in red and marked E.60 P's

Now the premises considered the prayer of your petitioner is that said Plaintiff be required to amend his bill making your Petitioner a party defendant thereto and that he be allowed to come in and set up and assert his title to said 16 1-4 acres of land, and that same be freed from the liens of all the lien creditors whose claims are set out in said report and for general relief, and in duty he will ever pray &c.

Virginia Lee County to wit:

I, John R. Gibson, Clerk of Lee County Circuit Court do certify that Samuel Frasier this day made oath before me in my County afore-said and made oath that the facts set forth in the foregoing <sup>bill</sup> are true as to his own knowledge and from facts derived from others he believes them to be true. Given under my hand This March 6<sup>th</sup> 1890.  
John R. Gibson, Clerk



Samuel Hoar  
vs  $\frac{1}{2}$  Pitkin  
Daniel Briscoe et al

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Filed February 8<sup>th</sup>  
1893. J. A. G. Hyatt C



Daniel Briscoe & Co.

vs.

C. M. Nash,

} In Chy.

This cause came on again this day to be again heard upon the papers formerly read therein and the report of A. M. Goins, who was on a former day of this term appointed a special Commissioner for the purpose of making and executing a deed to M. V. Nash, the purchaser of the land and premises in this cause, and was argued by counsel. On consideration of all which and for reasons appearing to the court, and there being filed with said report a deed made by said Goins, Commr. as aforesaid, to said M. V. Nash, with covenants of special warranty, to the land and premises purchased by her in this cause, and there being no exceptions to said report and deed, it is therefore adjudged, ordered and decreed that said report and deed be and the same are hereby confirmed. And all matters in controversy in this cause having been fully adjudicated the same is hereby stricken from the docket.

H



Daniel Briscoe & Co.

vs { Decree final.

C. H. Nash.

Q. B. P. 256

Enter this decree,  
this Nov. 9, 1895.

M. J. M.



Daniel Briscoe & Co.

vs

C. W. Nash

} In Chy.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Court. A. M. Goins, filed Nov. 6<sup>th</sup>, 1895; and was argued by Counsel. On consideration of all which, and it appearing from said report of Court. Goins that he has collected the purchase money notes held by him arising from the sale of the land and premises in the bill and proceedings mentioned in this cause, and that he has properly disbursed said purchase money, it is therefore adjudged, ordered and decreed that said report and disbursements be and the same are hereby confirmed.

And said A. M. Goins, who is hereby appointed a Special Court. for the purpose, will make and execute to said purchaser, M. V. Nash, a deed, with covenants of Special warranty, to the land and premises purchased by her in this cause. It is further decreed that Court. Goins shall be en-



titled to the sum of \$5<sup>00</sup>/<sub>1000</sub> for making  
and executing a deed to said M. J.  
Wash, the purchaser of said land.  
and that said deed shall not  
be withdrawn from the files of  
this suit until said sum is paid  
to said Commensurers.

Said Comr. Goins will report  
his action to this court at a future  
day of this term, and this cause is  
continued.

—H—

2  
Daniel Briscoe & Co

v.s. Decree for bid.

C. H. Wash.

Q. B. P. 247.

Enter this decree  
this Nov. 7 1895.



Daniel Briscoe & Co.  
vs.  
C. H. Ash. } In Chancery.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Commr. A. M. Goins, filed therein on the 24<sup>th</sup> day of Oct., 1893, of the re-sale of the land formerly sold by him in this cause, and as set out in the report filed by him in this cause on the 22<sup>nd</sup> day of May, 1893; and said report of Oct. 24<sup>th</sup>, 1893, having been filed for more than ten days before the first day of this term of the court, and the same being unexcepted to is hereby confirmed. And this cause is continued.



1215-00  
614 44  
956 94  
15-6  
299 5,00

Daniel Briscoe & Co.

vs. } Decree

C. W. Nash.

Entered Ch. O.B. p 517  
Nov. 11<sup>th</sup> 1893.

Enter this decree  
this Nov. 11, 1893.  
H. L. K. M.



Daniel Briscoe & Co.

PLaintiffs

VS

In Chcy

C.W.Nash

Def't,

This cause came on this day to be again heard on the papers formerly read, the report of A.M.Goins Specail Commissioner filed on the 22ond day of May 1893, the petition of Henley E.Fugate this day filed and the bond for upset bid filed therewith, and the payment of \$107.31, to cover the costs paid by the purchaser at the sale made and reported by Commissioner Goins, and was argued by counsel: On consid-  
eration of which, and for reasons appearing to the Court, it is adjudg-  
ed ordered and decreed that the sale of the lands in the bill and pro-  
ceedings mentioned, made by Commissioner A.M.Goins on the 15th day of  
May 1893, be and the same is hereby set aside, and it is further ad-  
judged ; ordered, and decreed that said Commisioner Goins will after ad-  
vertising the the time terms and place of sale for at least thirty days  
before day of sale, by posting written notices thereof at three or more  
public places in said County , one of which shall be on the Court house  
door of said County, and the other two in the neighborhood where said  
lands lie, proceed to resell the lands heretofore sold by him, and in  
said bill and proceedings mentioned, at the front door of the Court  
house of lee County, on a court day, and to the highest bidder, on a  
credit of one and two years from day of sale, except a sum sufficient  
to pay the costs of suit and commissions of sale heretofore made, and  
this day paid in to Court by said Fugate, to wit the sum of \$107.31 and  
the costs of resale which said Commisioner will require to be paid down  
in cash, for the residue, the said Commisioner will take bonds payable  
in one and two years from date with good personal security, bearing in-  
terest from date, said Commissioner will repay said M.V. Nash said sum  
of \$107.31, paid down by her on her said purchase as reported by him.  
*said commissioner will accept no bid less than \$2607.31*  
Said Commisioner will report all his action under this decree to the  
next term of this Court and this cause is continued.

*Just the case closed*



Daniel Briscoe & Co.  
vs { Decree for  
Rusale.  
C. W. Nash.

Entered on Chy O.B. Page  
478. June 7, 1893  
John A. S. Hyatt C

Enter this  
June 7<sup>th</sup> 1893



1 Samuel Briscoe vs Compt.  
2 vs  
3 C. St. Wash. Deft. } In Chancery  
4 This cause came on again to be  
5 heard upon the papers formerly read in  
6 this cause, and the report of Commr. R.  
7 L. Pennington showing the liens on said  
8 Deft's real estate, filed in said cause  
9 on the 25th day of Oct., 1892, and excep-  
10 tions filed thereto, <sup>and the petition of Samuel Briscoe filed in said</sup> and was argued by Commr.  
11 rec. On consideration of all which &  
12 by consent of counsel said exceptions to  
13 said report is sustained, and 16 1/4 acres  
14 of the <sup>which is the 16 1/4 acres shown in plat filed with said</sup> Parkham tract, 14 acres of the <sup>the</sup> <sup>the</sup>  
15 Kincaid tract and the 3 3/4 acres tract  
16 Elvira Deaton tract be and is excluded from  
17 said Commr. Pennington's report. And it is  
18 further adjudged, ordered and decreed  
19 that said Commr. Pennington's report, ex-  
20 cept as <sup>to</sup> said tracts of land, <sup>before excluded from said report</sup> be and is  
21 hereby confirmed, and that unless  
22 the several sums of money shown in  
23 said report to be due from said Deft.  
24 be paid in 30 days from this date  
25 to the parties to whom they are shown  
26 to be due, then A. M. Gaines who  
27 is hereby appointed a special <sup>comr.</sup> for the  
28 purpose after advertising the time  
29 times and place of sale for 30 days  
30 by written or printed notices posted  
31 at the front door of the Court house  
32 of this County, and in the neighbor-



1 herd of said land and at such other places  
2 as he ~~deem~~ deem proper, on some  
3 Court day and at the front door of the Court  
4 house of this County will expose for sale  
5 at public outcry the lands of said Wash-  
6 <sup>40 ft the 16 1/4 acres the 14 acres & the 3 1/2 acres herein excepted</sup>  
7 on a credit of one and two years, except  
8 a sum sufficient to pay the costs of this suit  
9 and the Commissions of sale. He will re-  
10 quire to be paid down by the purchaser, and  
11 for the deferred payments he will take bonds  
12 bearing interest from date of sale & with good  
13 personal security and payable to himself  
14 as such Court. He will see separately  
15 the 139 3/4 acre Hagan Tract, from  
16 the residue of said Deft's land, and  
17 report what ~~and~~ the Hagan Tract sold  
18 for. But before entering upon the duties  
19 of the requirements of this decree said  
20 Goins will execute bond before the  
21 Clerk of this Court in a penalty of  
22 \$5000<sup>00</sup> conditioned to faithfully perform  
23 his duties as such Court. and to account  
24 for all moneys that may come in his  
25 hands in this cause, and he will re-  
26 port his action to Court. And ~~this decree~~  
27 ~~is continued~~ said Goins will pay  
28 to Court, Goins \$40<sup>00</sup> with legal interest  
29 on the sum from Jan 1<sup>st</sup> 1891 till paid  
30 who will disburse said sum with the  
31 other funds that may come into his  
32 hands as such Court and on the payment  
of said sum of money said Wash is hereby



1 ordered to make said Frasier a deed  
2 to said ~~land~~ 16<sup>th</sup> acres of land shown  
3 in the plat filed with said Frasier's  
4 petition. And this cause is continued  
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Daniel Briscoe

27 } Stem for stem

C. H. Nash

Entered in Chy O. B.  
pr 447, March 9/93.  
J. A. G. Hyatt, clk.

Enter this  
March 9th 1893.

H. S. K. M.  
1 1 1



1 Daniel Brissac & Co.,

Complto

2 vs. In Chancery.

3 C. H. Nash

Deft.

4 This cause came on this day to  
5 be heard upon the bill of complaint  
6 and exhibits filed therewith, and it ap-  
7 pearing that process has been duly served  
8 on said defendant for more than 15  
9 days before the first day of the term  
10 of the court, and it failing to appear  
11 and plead or answer, on motion of the  
12 complainant, the court doth take his  
13 bill for confessed.

14 On consideration of all which and  
15 for reasons appearing to the court it  
16 is adjudged, ordered and decreed that  
17 R. L. Pennington, who is hereby appointed  
18 a commissioner for the purpose, after  
19 advertising the time and place of his  
20 sitting for 20 days by posting written  
21 notices, at the front door of the court-house,  
22 ~~at~~ and in the neighborhood of said Deft.  
23 and at such other places as he may deem  
24 proper, will proceed to ascertain, state  
25 and report all the liens on said Deft.  
26 land and to whom due, amount  
27 thereof and their priorities, if any;  
28 and he will further ascertain & report  
29 what real estate the deft. owns,  
30 and whether the real and profits  
31 thereof will in five years pay all  
32 the ~~judgment~~ liens & the costs in  
this suit. And this cause is continued.



Samuel Briscoe<sup>th</sup>

C. W. Nash

Entered in C. O.

Book, p 400+401

This June 9, 1892.

J. A. G. Hyatt  
Clerk

Entered this  
June 9 1892

H. S. K. M.



Daniel Briscoe Hes } Compt<sup>ts</sup>  
vs } In Chancery  
C. H. Nash } Dist.

The undersigned, as special commr. pursuant to a decretal order entered in the above styled cause on the 9<sup>th</sup> day of June, 1892, after having advertised as required by said order on the 8<sup>th</sup> day of August 1892 proceeded to perform the mandates of said order.

As to the liens on the real estate of said Nash of all kinds to whom due and their priorities reference is here made to a statement herewith filed marked X y., which shows all the liens against said Nash's real estate, to whom due, and their priorities are shown in the margin as first, second &c consecutively to Eighth. I find ~~that~~ that said Nash has deeds of record from various parties for 202 1/2 acres of land; but that Hagan's deed and Bayley's Trust line are only on 139 3/4 acres that said Hagan deeded to said



Wash on March 29<sup>th</sup> 1881, so that  
a sale or disposition of said Wash's  
real estate in satisfaction of said  
liens should be so managed as  
to keep said Hagan and Bayley  
from getting any thing from  
~~the~~ lands outside of the 139<sup>3</sup>/<sub>4</sub>  
acre tract, in the event that  
the 139<sup>3</sup>/<sub>4</sub> acre tract did not  
sell for a sum sufficient to  
pay said Hagan's and Bayley's  
said liens

It will be seen from the  
recapitulation of said statement  
X Y. that the total lien in-  
debtedness of said Wash is  
\$4675.40 inclusive of in-  
terest to Nov. 1<sup>st</sup> 1892 and estimated  
costs of this suit.

The rents and profits of  
said Wash's real estate for  
five years will not pay  
said liens their interests and the  
costs of this suit. This statement  
is made upon your court's own  
knowledge of the rental value of said lands.  
I will here mention the  
lands which the records



show that said Wash own  
 1<sup>st</sup> 139  $\frac{3}{4}$  acres from Patrick Hagan;  
 2<sup>nd</sup> 3  $\frac{3}{4}$  " " Eloira Seaton;  
 3<sup>rd</sup> 10 " " S. C. Kincaid;  
 4<sup>th</sup> 26 " " C. H. Partman et al;  
 5<sup>th</sup> 10 " " Hannah Wierman et al;  
 6<sup>th</sup> 8 " " James Payne & wife.

202  $\frac{1}{2}$  acres in the aggregate.

All of which are respectfully  
 submitted.

This the 30<sup>th</sup> day of Sept. 1892.

E. L. Pennington

Specie Court

The report of Court. Pennington is  
 excepted to in the following par-  
 ticulars: that is as to the report  
 that shows that the Eloira Seaton  
 tract of 3  $\frac{3}{4}$  acres of the C. S. Seaton  
 and tract of 14 acres of the same and  
 of the C. H. Partman et al tract 16  $\frac{1}{4}$   
 acres of same, because in fact & in truth  
 said ~~tracts~~ land ~~did~~ not belong to  
 said deft at the time said lines orig-  
 inated - & should therefore be excluded  
 from the said report which shows  
 the tract of lands which said deft  
 owned. This March 8th 1893



Daniel Briscoe & Co

vs } Comrs  
Report of Liens

C. H. Nash

Filed Oct. 25<sup>th</sup> 1891

J. A. Hyatt

I hereby certify that  
I was engaged as  
Comr. in this cause

20 hours @ .75<sup>¢</sup> = \$15.00

F. D. Pennington  
Spec Comr.



Daniel Briscoe & Co.,

vs.

C. M. Nash,

} In Chy.

To the Hon. W. F. Miller, Judge  
of the Circuit Court for Lee County,  
Va.

Your undersigned Special Commr.  
here reports, in pursuance of a decree  
entered in this cause on a former  
day of this term, appointing him  
a Commr. for the purpose of making  
and executing to M. V. Nash, with  
covenants of special warranty, a deed,  
conveying to her the land and prem-  
ises purchased by her in this cause,  
that he has made and executed said  
deed and here files the same mark-  
ed "D."

All of which is respectfully submitted,  
this Nov 7<sup>th</sup> 1895;

A. M. Goins,  
Special Commr.



Daniel Briscoe's

vs. Comis Report

W. H. Nash.

Filed Nov 7<sup>th</sup> 1895

A. B. Munsey Clerk.



Daniel Briscoe & Co.

vs.

IN CHANCERY.

C.W.Nash,

To the Hon, W.T. Miller, Judge of the Circuit Court  
for Lee County, Virginia.

Your undersigned special commissioner asks leave to  
report that the two notes, dated July 17, 1893, payable in one ~~an~~  
and two years respectively, and each for the sum of \$1235.75,  
executed to him as said commissioner by M.V. Nash, Thos. S. Gib-  
son and John T. Ball for the purchase price of the land and pre-  
mises in the bill and proceedings mentioned in the above styled  
cause, have both been paid to him in full, and he has discharged  
the same to the parties to whom it is shown to be due by Comr.  
R.L. Pennington's report filed in this cause Oct. 25th, 1892.

Respectfully submitted, this Nov. 6th, 1895.

A. M. Gains

Special Comr.



1  
Daniel Briscoe & Co.  
vs { Comis Report.

C. W. Nash

Filed Nov. 6<sup>th</sup> 1895-

A. B. Muncy Clerk.

Special Comr.

For Lee County, Virginia.

To the Hon. E. L. Smith, Judge of the Circuit Court

C. W. Nash,

vs.

Daniel Briscoe & Co.

THE CHANCERY.



Daniel Briscoe & Co., - - - Compts.  
vs. In Chy  
C. M. Nash, - - - Deft.

To the Hon. H. S. H. Morrison,  
Judge of the Circuit Court  
of Lee County, Virginia:

Your undersigned Special  
Commissioner here reports, that,  
in pursuance of a decretal order  
entered in the above styled cause at the  
March term, 1893, of your honor's court,  
he, on the 15<sup>th</sup> day of May, 1893, that  
being a court day, and he having  
first advertised the time, terms and  
place of sale as directed by said  
decree, executed said decree by  
exposing to sale, to the highest and  
best bidder, at the front door of the  
Court-house, at public outcry, the  
land in the bill and proceedings men-  
tioned in this cause. Your com-  
missioner offered for sale, separately  
from the other lands of the defendant, that  
portion known as the Hagan tract,  
containing 139 $\frac{3}{4}$  acres, more or less.  
This Hagan tract was bid off by  
Mrs. M. V. Nash for the sum of \$1500,  
she being the highest and best bidder.

(over)



The remainder of said defendants' lands was next offered for sale in like manner as the first and was bid off by Mrs. M. V. Nash for the sum of \$1000, she being also the highest and best bidder on this boundary. As required by the terms of said decree, said purchaser paid your commissioner in hand \$107.31, an amount necessary to cover the commissions of sale and the costs of this suit, and for the deferred payments she executed <sup>to your commissioner</sup> her two separate bonds for the sums following, to-wit: one bond due in twelve months for \$1196.34, and the other bond due in two years for \$1196.35, and both bonds drawing interest from the date of sale with J. M. Wheeler and Wm. Haskins as security.

Your commissioner also reports that on the said 15<sup>th</sup> day of May, 1893, one Samuel Frazier paid him \$40, with legal interest thereon from the 1<sup>st</sup> day of Jan. 1891, which said sum of \$40, together with the interest thereon amounted to \$45.70. This payment was also made in obedience



to your honor's decree.

The commissions arising from this sale and the costs of this suit have been paid to those to whom due, as may be seen from the receipts herewith filed.

All of which is respectfully submitted, this May 22<sup>nd</sup>, 1893,

A. M. Goins,  
Special Commr.

150  
11.31  
91  
8/3.72

Receipt of A. M. Goins Commr. in the Chancery Cause of Daniel Briscoe & Co. vs. L. W. Nash Thirteen  $13\frac{72}{100}$  Dollars my fees in said Cause so as to include costs at June Term 1893. this May 17<sup>th</sup> 1893.

J. A. Hyatt

Rec'd. of A. M. Goins Commr. in the Chancery Cause of Daniel, Briscoe, & Co. vs. L. W. Nash fifteen dollars for my fee in said Cause as Commr. in said Cause. This May 15<sup>th</sup> 1893.

R. L. Pennington by  
E. W. Pennington.



\$59<sup>00</sup>/<sub>100</sub>. Retained \$59<sup>00</sup>/<sub>100</sub>, my fee as Special Comr.  
in the case of Daniel Briscoe & Co. vs. C. W. Nash.  
This May 13, 1893, A. M. Goins.

\$15.00 Received from A. M. Goins, Special Comr.  
in the case of Daniel Briscoe & Co. vs. C. W. Nash,  
Fifteen dollars; the attys. fee due us  
in said case. This May 13<sup>th</sup>, 1893,  
Pennington & Goins.

50 cts Received from A. M. Goins, Special Comr.  
in the case of Daniel Briscoe & Co. vs. C. W.  
Nash, fifty cents (50 cts) my fee as  
sheriff for service done in said case.  
This May 13<sup>th</sup>, 1893.

Daniel Briscoe & Co.,  
Comr's Report of  
Sale of Land.  
C. W. Nash.

Filed May 22, 1893.  
J. P. G. G. G.

1.50  
11 31  
91

\$13.72  
3.73



Daniel Briscoe & Co.

vs.

C. W. Nash.

} In Chancery.

To the Hon. H. S. K. Morrison,  
Judge of the Circuit Court for Lee  
County, Virginia.

Your undersigned Special Commissioner reports, that, in pursuance of a decree entered in the above styled cause on the 7<sup>th</sup> day of June, 1893, of your honor's court, he, on the 17<sup>th</sup> day of July, 1893, that being a court day, and he having first advertised the time, terms and place of resale, as directed by said decree, offered for resale, to the highest and best bidder, at the front door of the Court-house, at public outcry, the lands heretofore sold by him in this case. And your court, being directed by said decree entered on the 7<sup>th</sup> day of June, 1893, to accept no bid for a less sum than \$2607.31, this being the upset bid of Henry E. Fugate, said resale was accordingly opened by your court, at said Fugate's upset bid of \$2607.31.



Mrs. M. T. Nash then came forward and offered a higher bid of \$2610; and there being no further or higher bid offered than said Mrs. M. T. Nash's, said land was accordingly knocked off to her at her bid, the same being the highest. As required by the terms of said decree of June 7<sup>th</sup>, 1893, your Court, resold said land on a credit of one and two years time from day of sale, except a sum sufficient to pay the costs of suit and commissions of sale heretofore made, and also the ~~costs~~ <sup>commission</sup> of resale, which was required to be paid in hand. But the said Mrs. M. T. Nash being also the purchaser on the former sale and having paid your Court, on that sale the sum of \$107.31, as stated in your Court's report filed in this cause on May 22<sup>nd</sup>, 1893, it only remained to apply that payment to this sale, and to exact of the purchaser the commission of the resale. Said purchaser thereupon paid your Court, in hand the commission of resale,



and for the deferred payments,  
she executed to your Court, her  
two separate bonds, as follows:  
One bond due in twelve months  
from date of sale for \$1235.74,  
and the other bond due in two  
years from the date of sale for the  
sum of \$1235.75; and both bonds  
bear interest from the date of re-  
sale, and both waive the benefits  
of the homestead exemption laws,  
and both are signed by Thos.  
S. Gibson and John T. Ball as  
security.

As directed by said decree of  
June 7<sup>th</sup>, 1893, your Court, sur-  
rendered up to Mrs. M. V. Nash  
the notes of the former sale  
to be canceled.

All of which is respectfully  
submitted, this Oct. 24<sup>th</sup>, 1893,  
A. M. Gorins,  
Special Court.



Daniel Briscoe & Co.

vs. } Comr's Report  
of Resale.

C. H. Nash.

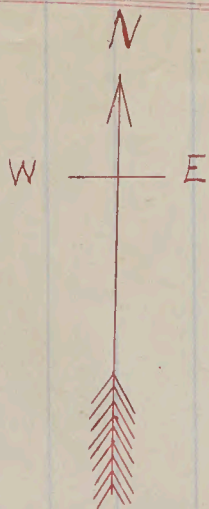
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Filed Oct. 24<sup>th</sup> 1893.

A. B. Munsey C.

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State Road Lee Co. Va.

Land of  
C.W. Nash

16 1/2 Acres.

E. 60 Ps

dog

12 3/4 Acres.

29 Acres.

Scale - 10 Ps = 1 inch

C.B.J.

Sept. 20. 1891.

Calls. From Road.

- S. 17 E. 38 P.
- S. 21 E. 6 "
- S. 5 E. 6 "
- S. 65 E. 9 "
- N. 67 E. 6 "
- S. 71 E. 10 "
- S. 87 E. 14 "
- S. 61 E. 8 "
- S. 44 E. 3 "
- S. 15 E. 7 "
- S. 5 E. 6 "
- S. 1 W. 9 "
- S. 76 E. 22 "
- N. 86 E. 16 "
- N. 28 W. 59 "
- N. 20 W. 50 " to Road & with it
- S. 87 W. 22 "
- S. 65 W. 8 "
- S. 64 W. 20 "
- S. 88 W. 6 " to beginning



$$\begin{array}{r}
 59 \\
 3 \\
 \hline
 164 \overline{) 177} \\
 \underline{168} \phantom{0} \\
 9 \\
 23 \overline{) 354} \phantom{0} \\
 \underline{23} \phantom{0} \\
 124
 \end{array}$$

$$\begin{array}{r}
 42 \\
 5 \\
 \hline
 210
 \end{array}$$

$$\begin{array}{r}
 43 \\
 4 \\
 \hline
 172
 \end{array}$$



E. W. Wash

To Patrick Hagan Dr

To note with int from March 29<sup>th</sup> 1885 - \$1000<sup>00</sup>  
Int to April 1<sup>st</sup> 1885 240<sup>00</sup>

Am't. due April 1<sup>st</sup> 1885 \$1240<sup>00</sup>

Let by amt. paid Premon April 1<sup>st</sup> 1885 240.00

Bal. due April 1<sup>st</sup> 1885 \$ 1000.00

Interest to Aug 30<sup>th</sup> 1887 140.00

Total due Aug. 30<sup>th</sup> 1887 \$ 1140.00

Let by amt. paid Premon Aug 30<sup>th</sup> 1887 725.00

Bal. due Aug 30<sup>th</sup> 1887. \$ 415.00

Int to Nov. 1<sup>st</sup> 1892 \$ 28.65

Total due Nov. 1<sup>st</sup> 1892 \$ 443.65



Cal -

"a"



Statement Showing the liens  
against the real estate of  
C. W. Nash; and to whom due  
therein due and the priorities of  
the same

Order of Priority	Nature of Lien, date of same to whom & when due	Principal	Interest	Costs
1 <sup>st</sup>	Balance due Patrick Hagan on the 139 <sup>3</sup> / <sub>4</sub> acre tract for purchase price of same. Lien retained in deed dated March 29 <sup>th</sup> 1881 Interest on same to Nov. 1 <sup>st</sup> 1892 See Calculations "A"	415 00	128 65	
2 <sup>nd</sup>	Deed of trust to C. W. Pennington Trustee to secure Charles Bayer. Deed recorded Dec 5 <sup>th</sup> 1887 in S.B. 23 p. 29 and on the same land convey- ed to said Nash by said Hagan and son. Lien on same from Aug 30 <sup>th</sup> 1887 to August 1 <sup>st</sup> 1892 has been paid Lien from Aug 1 <sup>st</sup> 1892 to Nov. 1 <sup>st</sup> 1892	800 00	282 00	
3 <sup>rd</sup>	Judgment vs. said Nash by Daniel Briscoe filed on Nov 18 <sup>th</sup> 1891 for \$680.70 Costs at Law 9.74 Lien on same from Oct 1/91 to 1/92 10.20 for Jan 1 <sup>st</sup> 1892 82.90 Balance due Jan 1 <sup>st</sup> 1892 \$617.74	689 74		
		1245 00	140 65	



4<sup>th</sup>

Totals Prot: over

1215

140 63

Prot: brot over due Daniel

Briscoe & Co Jan 1<sup>st</sup> 1892

617 74

Int: on same to Nov. 1<sup>st</sup> 1892

30 88

Mortgage given to Powers

Litter &amp; Co to secure

956 97

Date of Mortgage Nov. 21<sup>st</sup> 1891and recorded Nov. 29<sup>th</sup> 1891. DueNov. 16<sup>th</sup> 1891. Int: on samefrom Nov. 16/91 to Nov. 1<sup>st</sup> 1892

54 90

Judgment vs. said Nash

obtained March 7<sup>th</sup> 1892

by Trent Grocery Co

doctored March 12<sup>th</sup> 1892

Int: on same from May

1<sup>st</sup> 1891 to Nov. 1<sup>st</sup> 1892

156 59

1944

14 09

Costs at Law

8 82

5<sup>th</sup>

Judgment vs. said Nash

obtained March 7<sup>th</sup> 1892

by Aspinwall Shop Co

doctored March 12<sup>th</sup> 1892Int: on same March 12<sup>th</sup>1891 to Nov. 1<sup>st</sup> 1892

181 50

19 05

Costs at Law

8 82

5<sup>th</sup>

Judgment vs. said Nash

obtained March 7<sup>th</sup> 1892 by

Cowan McCaughey &amp;

doctored March 12<sup>th</sup> 1892Int: on same from Nov. 17<sup>th</sup> 1891to Nov 1<sup>st</sup> 1892

375 17

23 13

Costs at Law

2197

8 84



	Amts. brok. over	3502	97	282	70	25	68
6 <sup>th</sup>	Mortgage to secure Buttinton & Co. Dated March 7 <sup>th</sup> 1892 and re- corded March 8 <sup>th</sup> 1892	451	57				
\$ 24 67 + 35 67	Int. on same from Oct. 21 <sup>st</sup> 89, to Nov. 1 <sup>st</sup> 1892			28	22		
7 <sup>th</sup>	Judgment vs said Nash obtained June Term 1892 of the Circuit Court by J. Allen Smith & Co. & docketed June 16/92	41	41				
	Int. on same from August 30 <sup>th</sup> 1891 to Nov. 1 <sup>st</sup> 1892			2	94		
	Costs at Law					8	04
	Estimated Costs	125	00			125	00
		3995	95	313	86	159	72

Recapitulation  
Principal of Indebtedness  
Interest on Indebtedness  
Costs

Total Indebtedness &c	4469	53					
To Judgt vs. said Nash ob- tained Sept. 19 <sup>th</sup> 1892 in favor of Sanford, Chamberlain & Albers	136	52					
Int & Costs on same to Nov 1 <sup>st</sup> 1892	18	75					
To Judgt obtained Sept 19/92 in favor of John S. Brown admr &c	40	23					
Int & Costs to Nov. 1 <sup>st</sup> 1892	9	67					
Total Judgt &c due	4675	40					

8



Statement  
of Sales

X 4



Know all men by these presents, that we, Henly E. Fugate, William Hoskins and *J. R. Gibson* are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of five thousand dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents, and as to this obligation we each waive the benefit of our homestead exemptions and all right to discharge said bond in any other than legal tender currency of the United States, Witness our hands and seals, this the 7th day of June, 1893.

The condition of the above obligation is, such that whereas the said Henly E. Fugate has offered that if the sale of the lands made by A.M. Goins, commissioner, in the chancery cause of Daniel Briscoe & Company vs. C.W. Nash, on the 15th day of May 1893, be set-aside and a resale of said lands directed, that he will upset the price at which said lands were sold by said commissioner Goins the sum of \$107.31. Now, if the said Henly E. Fugate causes said lands at said resale to bring the sum of \$2607.31 on the terms upon which said former sale was made, then this obligation to be void otherwise to remain in full force and virtue.

*Henly E. Fugate* (seal.)

*Wm Hoskins* (seal.)

*J. R. Gibson* (seal.)

Virginia

Lee County to wit,

I *J. A. Hyatt* clerk of the circuit court do hereby certify that *Henly Fugate Wm Hoskins and John R. Gibson* whose names are signed to the foregoing bond, personally appeared before me in my office aforesaid and acknowledged the same to be their act for the purposes therein stated, Given under my hand this June 7<sup>th</sup> 1893. *J. A. Hyatt*



Filed June 7 1893  
J. A. Hyatt



KNOW ALL MEN BY THESE PRESENTS, That we *A. M. Gains and*  
*A. M. Brown*  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Five*  
*Thousand*

dollars, to the payment whereof, well and truly  
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our  
and each of our heirs, executors and administrators, jointly and severally, firmly by these  
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,  
and any claim, right, or privilege to discharge any liability arising under this bond, or by  
virtue of said office or trust, in any currency, funds, counter claims or offsets other than  
legal-tender currency of United States. Sealed with our seals, and dated *10<sup>th</sup>* day  
of *Apr*, one thousand eight hundred and *93*

The Condition of The Above Obligation is Such, That if the above bound *A. M. Gains*  
shall faithfully perform the duties of *his* office or trust, as *Commissioner*  
under a decree of the Circuit Court of the County of Lee, pronounced on the *9<sup>th</sup>*  
~~March~~ day of *March*, 18*93*, in the suit therein depending  
under the name and style of *Daniel Briscoe & Co* Plaintiff  
vs. *C. H. Ash* Defendant

and properly account for all sums of money *that he* may receive as  
such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the  
presence of

*A. M. Gains* (SEAL.)

*A. M. Brown* (SEAL.)

*J. A. G. Hyatt* (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit  
Court of the County of Lee, that  
estate after the payment of all just debts, and those  
for which bound as securit for others, and expect to have  
to pay worth the sum of

dollars.

Given under my hand this day of 18

Teste: Clerk.



Daniel Briscoe & Co

vs  $\frac{1}{2}$  Bond

C. H. Nash

Filed April 10<sup>th</sup> 1895

J. A. Hyatt



Quill Briscoe & Co. Compt'rs

D.S.

C. Th. Nash - Mfg'rs

John L. Hamery

Extract of decree

It is adjudged ordered and decreed that  
P. L. Pennington who is hereby appointed  
a commissioner for the purpose \* \* \* \* will  
proceed to ascertain, state and report  
all the liens on said defendants lands  
and to whom due, amounts thereof  
and priorities if any; and he will  
further ascertain and report what  
real estate the debt avers, and whether  
the rents and profits will within  
five years pay all the liens and  
costs in this suit.

Commissioner's Office, Jammesville June 22, 1892

The parties interested in the decree  
of which the foregoing is an extract  
will take notice that on the 8<sup>th</sup> day of  
August 1892 - at the Circuit-Court-Clerk's  
Office in the town of Jammesville I shall  
proceed to execute the same when and  
where they are required to attend with  
such books, papers, vouchers and ev-  
idence as will enable me to com-  
ply with the said order of the court.

P. L. Pennington

Special Commissioner of said Court



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*C. W. Nash*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *March* next, being rule day to answer a bill in Chancery exhibited in our said Court

against

by

*him*  
*Daniel Briscoe, D. H.*  
*Briscoe, R. R. Swenson, M. R. Arnold,*  
*J. L. Bracey* partners in trade under the  
style and firm of "*Daniel Briscoe & Co.*"

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *24<sup>th</sup>* day of *February* 18 *92*, in the 11 *6* year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.



(D+G)

Daniel Briscoe & Co

3 Spain Chcy  
200

C. W. Nash

Lo 1st March Rules 1892

Executed by deliver-  
ing an office copy  
of within summons  
to C. W. Nash

This, Feb, 27, 1892,

J. A. Vandewater,  
D. S. for C. C.  
Filenary D. S. C.

D.V.



24 7 50  
Daniel Briscoe vs  
Biscoe Chan-  
le W. Nash

---

M. Clerk \$3.73

November Term 1898 Deere  
Final Chy C.B.K. P 257